

## PROVISIONS OF FRANCHISE FOR HILO STREET RAILROAD

Following are extracts from the act granting a franchise to Leland S. Connors, W. H. Johnson and their associates for a street railway system in the district of South Hilo, Hawaii, in which the word "superintendent" means the superintendent of public works and "board" the board of supervisors, or his or its legal successors in their respective functions:

**Location of Railway.**  
(a) From a point on Front Street extension not over two miles from the county bridge across the Waioa River along said Front Street extension, and along Front to its intersection with the extension thereof for a distance of three and one-half miles; and along any road, street, or highway hereafter laid out or constructed between said Front Street extension and the water front.

(b) From a point on said Front Street extension over, across, and through the Government land of Waialea, subject to existing leasehold rights therein, to any wharf or wharves hereafter constructed in Kulo Bay upon such exact location as may be approved by the superintendent.

(c) From the intersection of Coconut Island Road with Front Street extension, along said Coconut Island Road to Wharf Street, and along any road or street now or hereafter laid out or constructed and leading from said Coconut Island Road.

(d) Along Wharf Street from its junction with Coconut Island Road to its junction with Front Street, and along the unnamed street leading from Wharf Street to Front Street extension parallel with the Waioa River.

(e) From a point on the Volcano Road not exceeding one mile on the Puna side of the Waialea mill, along said Volcano Road to Volcano Street, and along said Volcano Street to its junction with Bridge Street, thence along Bridge Street to its intersection with Waiannuene Street.

(f) From the intersection of Waiannuene and Pitman Streets, along said Pitman Street to the junction thereof with Waiannuene Road, thence along said Waiannuene Road to Honolulu Gulch.

(g) Whenever the majority of adult persons who are bona fide residents within a distance of five hundred feet from any street or road, or section of any street or road, in said district shall in writing, petition the association to construct a railway upon or along said street or road, or section of street or road, and the governor shall approve, such railway may be constructed thereon and thereafter during the unexpired term of this franchise.

**Motive Power.**  
Sec. 3. That the motive power for the operation of said railway, for any and all purposes, shall be electricity, applied either by the overhead trolley system or the underground conduit system, or by storage batteries, or by such other method or methods as may be an improvement upon either, or the motive power may be supplied by compressed air or such other motive power as the association may from time to time elect, subject always to the prior consent and approval of the governor: And provided also, That the railway may be operated in part by one motive power and in part by another or others, with the consent and approval aforesaid: And provided further, That no car, engine, or other vehicle emitting smoke, steam, or offensive odors to such a degree as to be a public nuisance, or, with animal attached, shall be operated or used upon the tracks of the railway.

**Air Brakes.**  
All passengers cars shall be of approved and modern construction for the comfort, convenience, and safety of passengers, and be provided with fenders and brakes, and in the case of cars weighing more than thirty thousand pounds, with air brakes of the best pattern, with proper lighting and signaling appliances, and with proper numbers, route boards, or signs, all as shall be approved by the governor, which approval may from time to time be modified in accordance with the best engineering practice.

In construction or repairing said railway not more than one block shall be closed to traffic at any one time, and all established crossings shall be maintained or substitute crossings provided during the progress of the work, and the work in any block shall be carried on continuously until completed.

Whenever any road or street shall be less than eighteen feet in width in surfaced roadway the track of the railway (except switches or turnouts) shall be laid as nearly as possible parallel with but not upon said surfaced roadway.

Sec. 7. That the association may charge as rates of fare for transportation of passengers upon the cars of the railway, the following: For a continuous trip anywhere between any two extreme points within a radius of three miles from the intersection of Front and Waiannuene streets, not to exceed the sum of five cents: Provided, That children under seventeen years of age, going to and from school, shall not be required to pay over half fare, for which purpose tickets shall be sold: And provided further, That children under five years of age, accompanied by a person paying fare, shall be allowed to ride free. Rates of fare outside of such radius may be fixed from time to time by the association, subject to the approval of the governor.

Upon a continuous trip persons riding upon the cars shall be entitled to receive transfers from one car to another within the radius above mentioned at any point or points where one line of the railway connects with, crosses, or intersects any other line thereof without the payment of extra fare for such transfer: Provided, That such passenger shall take the first available car passing the transfer

point for which such transfer has been issued: And provided, That the board, subject to the approval of the governor, shall have the power, from time to time, to revise and reduce the rates of fare promulgated under this act or by the association.

Policemen, firemen, and letter carriers, when on duty and in full uniform, shall be entitled to free passage over any of the lines of the railway. The association, its agents, and employees in charge of any car may refuse passage to any person or persons who refuse to pay the lawful fare, to any drunken, disorderly, or diseased person or persons, or vagrants or criminals, and may eject with force, if necessary, any such person or persons from the car.

If the association, or any agent or employee thereof, shall demand or charge a greater sum of money for fare on the cars of the association than that fixed by this act the association, such agent, or employee shall forfeit to the person thus overcharged the sum of not more than one hundred dollars nor less than twenty-five dollars, to be recovered in a civil action in any court having jurisdiction thereof.

**Regulations.**  
Sec. 8. That the association, with the approval of the governor, shall make reasonable and just regulations regarding the operation of the railway, and on failure of the association to make the same within a reasonable time after the receipt of written notice from the governor so to do the board, with the approval of the governor, may make such regulations. All regulations may be changed from time to time as the public interests may demand, at the discretion of the governor.

If at any time there shall be constituted by or with the authority of the Congress of the United States a public utility board, for the regulation of public utility corporations in the Territory of Hawaii, the power of making the regulations given by this section shall be vested in said board.

The cars lawfully occupying and using the railway shall have the right of way upon its tracks, with due regard and warning to other vehicles and to pedestrians, except that in case of fire such right shall yield to fire engines and patrol, and in cases of emergency to the police authorities.

Sec. 9. That the entire plant, system, tracks, rolling stock, poles, wire, conduits, and other apparatus of the association shall at all times be subject to inspection by the board or its representative designated for that purpose.

**Forfeiture of Franchise.**  
Sec. 14.—That whenever the association refuses or fails to do or perform or comply with any act, matter, or thing requisite or required to be done under the terms of this act, and shall continue so to refuse or fail to do or perform or comply therewith after reasonable notice given by the governor to comply therewith, unless other provision is herein specifically made, the board shall, with the consent of the governor and the attorney general, cause proceedings to be instituted before the proper tribunal to have the franchise granted by this act, and all rights and privileges granted thereunder, forfeited and declared null and void.

Sec. 15. That the rights, privileges, and franchises hereby granted to the association shall continue until the expiration of the term of fifty years from the date of the passage of this act by the Congress of the United States, subject only to the limitations in this act contained.

Sec. 16. That all property of every kind and nature forming or used as a part of the railway and power system of the association, including this franchise, shall be exempt from any and all taxation under the laws of the Territory of Hawaii until the expiration of ten years from and after the passage of this act by the Congress of the United States.

**Financial Limitations.**  
Sec. 17. That the association shall, within one month after the expiration of each calendar year, file with the board a detailed statement showing all of its receipts and expenditures during the preceding calendar year; and all of its books, papers, records, and accounts shall, at all reasonable times, be open to inspection by the governor, the board, and their respective agents appointed for such purpose.

The association shall not issue stock in excess of the amount paid to it therefor in cash and fifty thousand dollars additional, nor shall it issue bonds at less than ninety per centum of their par value; and the entire proceeds of its stock and bonds shall be applied to capital expenditure.

**Payments to County.**

The association may pay, out of any earnings available for the purpose, after paying its expenses of operation and maintenance, interest and sinking fund on its bonds, and any other expenses properly payable out of the earnings, cumulative dividends upon its stock at the rate of eight per centum per annum, and shall pay each year to the county of Hawaii, or such political division as the legislature shall from time to time designate, an amount equal to three times the amount, if any, which it shall pay in dividends in that year in excess of such cumulative dividends.

No member of the association, or of any assignee or successor of the same, and no stockholder or officer of any corporation securing any or all of the rights herein granted to the association, or indirectly, in any contract made by the association, its assignees or successors, for the construction of any part of the railway or for the supply of its rolling stock.

The construction of the railway shall be commenced and, at least, the sum of twenty thousand dollars shall

have been expended or contracted within one year after the passage of this act by the Congress of the United States, and at least two miles shall be completed, equipped, and ready for the transportation of passengers within two years after such commencement.

Within ninety days after the passage of this act by the Congress of the United States the association shall execute and deliver a bond to the county of Hawaii in the sum of five thousand dollars, with good security, to be approved by the Governor as to form, security, and sufficiency, conditioned for such completion, equipment, and complete operation of at least two miles of said railway within two years; and in case of a failure to comply with these requirements this franchise shall cease and be null and void.

At least two additional miles of the railway shall be completed, equipped, and ready for operation within six years from the passage of this act by the Congress of the United States, and in case of failure to comply with such requirement the privileges granted by section two of this act shall cease as to any streets, roads, thoroughfares, or places not then occupied.

Provided, That if there is any period during which work shall be suspended by reason of bona fide actions, suits, or injunctions, instituted through no fault of the association, but causing delay in the construction or commencement of operation of said railway, the time so lost shall not be counted as part of the periods of limitation above specified.

**Extension of System.**

Additions and extensions of the railway shall be constructed by the association and, when so constructed or constructed by others, shall thereafter be maintained and operated by it, whenever, after notice and an opportunity to be heard, it shall be directed so to do by a committee consisting of the Governor, the secretary, and the chief justice of the Territory, the circuit judge of the fourth circuit, and the chairman of the board of supervisors of the county of Hawaii, or other officer designated by the legislature: Provided, That the commission shall not so direct unless in its opinion the earnings of the association when operating such additions and extensions, together with its previously existing railway system, will be sufficient for its reasonable expenses of maintenance and operation, interest and sinking fund on its indebtedness, and dividends of eight per centum per annum on its issued stock; and the commission may likewise permit the association to cease the maintenance and operation of any portion of the railway wherever in its opinion conditions so warrant or require.

**The Paving Clause.**

The tracks shall not exceed four feet eight and one-half inches in width between the rails, and the style of rail to be used, the manner and detail of track foundations, substructures, and construction shall be subject to the approval of the board: Provided, however, That the weight of such rails shall not be less than fifty-six pounds per yard and that the tracks shall be laid flush with the streets, and the paving, grade and macadamizing of the entire space between the tracks, and between the outside rails of double tracks, if more than one track be laid, and for one foot outside of the rails wherever occupied by the track or superstructure, shall correspond and be maintained at all times with the grade and character of paving, or macadam of the remaining portion of the street, except as otherwise directed by the board: Provided, however, That when the tracks shall be laid parallel to but not upon any surfaced roadway, the above provision relating to paving and macadamizing shall not apply. The board may in writing require any work to be done or repairs made to conform to the requirements of this section, and the same shall be made by the association within a reasonable time from the receipt of such order.

Upon the failure of the association to perform such work within a reasonable period of time after the receipt in writing of such requirement, the board may in its discretion proceed with said work or repairs, and the cost of the same shall be charged against the association and shall constitute a lien on the profits and assets of the association.

**Other Provisions.**

The omitted parts in the above summary provide liability for damage to property above and underground, either public or private, from the company's electric current; stipulate that adequate car accommodation be furnished; provide for regulation of speed with penalty, etc.; confer the right of eminent domain on the company for acquiring property when necessary; provide for the amending or repealing of the franchise by either Congress or the Hawaiian Legislature with the approval of Congress, and stipulate that the rights, privileges and powers conferred by the act shall not be construed to be exclusive, and, finally, provide for the purchase of all the property of the company, after twenty years and upon six months' notice in writing, by the Territory, the county of Hawaii, or any political subdivision thereof, the price to be determined by a commission of three persons, one to be appointed by the association, or, if it fails to do so within thirty days, by the chief justice; one by the purchaser, and the third by the two so appointed, or, if they fail to agree upon one within thirty days, by the chief justice; and either the association or the purchaser may appeal to the Supreme Court from the decision of the commission.

"And did you stay long in Venice?" "Only two days, but I saw everything worth seeing, don't you know?" "Really? Then you saw the Lion of St. Mark's, I suppose?" "Rather; saw the brute fed, in fact."

Star-Bulletin Ads. are Best Business Getters.

## TOSHI ATTENDS "BOY'S STAG," MRS. J. R. GALT IS HOSTESS

Eighty Youngsters from Palama Spend Joyous Afternoon as Guests

Toshi was hungry and thirsty and generally out of sorts for want of something to do. Especially did he want a piece of watermelon, nice and red and full of black seeds just like that big piece on ice displayed so temptingly in the glass case of the Chinese store on the other side of the street.

The more he thought about it, the more he wanted it until in an effort to distract his mind from the thought he began drawing hieroglyphics with his big toe in the dust of King street. But this grew tiresome and he directed his energies to spelling out a big sign which stood at the entrance to the Palama Settlement grounds.

"Boys' Stag Today" it read. He knew what boys were; he was one, and he had a hazy memory of a stag

as the animal that occupied a prominent place in a picture in his "Carpenter's Geographical Reader. Europe." But he failed to see the connection and consequently he decided to go and see this boy's stag. So he went inside the Palama gymnasium.

Fifteen minutes later, Toshi, together with seventy-nine other boys, in charge of three Settlement workers, was headed for the residence of Mrs. J. R. Galt on Liliha street, where for the rest of the afternoon the eighty youngsters fished, went swimming, and dived Mrs. Galt's mango trees of their fruit. Games were played and it was well along in the evening before the happy, yelling mob took its departure.

Toshi alone was silent for his thoughts were busily engaged and he smiled meditatively as the memory came back to him of a large, luscious watermelon, red and full of black seeds, which he as captain of the winning baseball team had been allowed to consume.

## REAL ESTATE TRANSACTIONS

Entered for Record August 20, 1912.

From 10:30 a. m. to 4:30 p. m.  
Sophie Walker and hsb to Antonio Sima.  
Luzela Costa (widow) to Antonio V. Gill.  
C. F. Zen to Mrs. C. P. Zen.  
Wm Henry and wf to Awa Atona.  
Awa Atona and wf to William Henry.  
Zillah Erben and hsb to Sang Chan.  
Martha D. Smith and hsb by atty to Harriet E. McCracken.  
Joseph J. Fern and wf to Robert W. Shingle.

Entered for Record August 21, 1912.

From 8:30 a. m. to 10:30 a. m.  
Mallana Susuki and hsb to Alex Rodrigues.  
E. O. Born and wf to Kealoha K. Namakaokala.  
Kealoha K. Namakaokala and hsb to E. O. Born.  
Kealoha K. Namakaokala and hsb to Kamaka Kueau.  
Carrie Freitas to Jose Freitas.  
John Kaukahu to H. Minkidani.  
Can L. F. Damon to Oliver L. Lam.  
G. L. Samson to C. Bolte, tr.  
A. M. Lahapa K. Naoiwi to C. Bolte, tr.

Recorded August 2, 1912.

Henry St. J. Nahaolelua and wf by atty et al to Trs of Yung Wo Society.  
D; int in lot 2A of ap 2, R 1 1953, kul 6245, Kamakela, Honolulu, Oahu; \$150. B 375, p 104. Mar 26, 1912.  
Cecil Brown, tr, to Carlos A. Long, Rel; 2 pcs land, rents, etc. Fort St, Honolulu, Oahu; \$3750. B 359, p 402. Aug 2, 1912.

Carlos A. Long and wf to Yee Young, D; pors gr 2349, kuls 236, 5049B and 11144B, ap 2, and R. W. Fort St, Honolulu, Oahu; \$3700. B 375, p 107. Aug 1, 1912.

Yee Young and wf to Carlos A. Long, tr, M; pors gr 2349, kuls 236, 5049B and 11144B, ap 2, and R. W. Fort St, Honolulu, Oahu; \$2000. B 359, p 402. Aug 1, 1912.

Seishiro Ogata to Kokichi Katsuki, Rel; hsb, livestock, harness, etc; \$1 and note of \$150. B 359, p 406. Aug 2, 1912.

T. Yoshida to Percy M. Pond, A. L; pc land, Saratoga Rd, Honolulu, Oahu; \$1900. B 373, p 146. Aug 2, 1912.

Chas S. Desky to Somatara Sheba, Rel; pors ap 2, kul 5011, pipe line and water right, Kailhi, Honolulu, Oahu; \$3000. B 359, p 406. July 31, 1912.

Somatara Sheba and wf to Trs of Est of W. C. Lunallilo, M; 4 1/2-100a of kul 5011, ap 2, rents, etc. Kailhi Rd, Honolulu, Oahu; \$2750. B 359, p 407. July 31, 1912.

John L. Kalani by atty to S. Yoshikawa, L; pc land, Aala lane, Honolulu, Oahu; to Dec 31, 1925—5 yrs at \$360 per an, rem at \$480 per an. B 373, p 147. July 27, 1912.

Noel Deerr to Mutual Bldg & Loan Socy of Hawaii Ltd, M; lot 12, blk 9, bldgs, rents, etc. College Hills, Honolulu, Oahu; \$2500. B 359, p 410. May 2, 1912.

M. H. Hurr and wf to Trent Trust Co Ltd, M; lot 7, blk 15, bldgs, rents, etc. Kaimuki tract, Honolulu, Oahu; \$1000. B 359, p 413. July 30, 1912.

Anna B. Tucker (widow) to Trent Trust Co Ltd, M; gr 5543, bldgs, rents, etc. Alewa Heights, Honolulu, Oahu; \$1000. B 359, p 416. Aug 2, 1912.

H. F. Damon to Oliver G. Lansing, Rel; lot 8, Bates Street tract, Honolulu, Oahu; \$250. B 359, p 419. Mar 19, 1912.

Oliver G. Lansing to William R. Castle, tr, M; lot 8, Bates St tract, Honolulu, Oahu; \$1200. B 359, p 420. Aug 2, 1912.

Percy M. Pond and wf to William R. Castle, tr, M; lots 1 to 20 (incl), Beachwalk tract, Honolulu, Oahu; \$2500. B 359, p 422. Aug 1, 1912.

Chun Wai Fat to William R. Castle, tr, M; 2976 sq ft of R P 311, kul 724, rents, etc. Lele, Honolulu, Oahu; \$1, 100. B 359, p 425. July 29, 1912.

Bank of Hawaii Ltd to Nip Dai Soong, Rel; pors R P 3640, kul 2084, ap 3, bldgs, rents, etc. Waikiki-kai, Honolulu, Oahu; \$750. B 361, p 437. Dec 9, 1910.

Nip Dai Soong to T. Yoshida, D; pors R P 3640, kul 2084, ap 3, Waikiki-kai, Honolulu, Oahu; \$700. B 370, p 248. Aug 2, 1912.

D; 1 86-100a land, Kuiaha-uka, Hamakua, Maui; \$30. B 365, p 347. May 28, 1912.

Henry K. Poepee and wf to William L. Decoto, D; L. P. 8392, kul 6428, and int in pc land, Puehuehue, Lahaina, Maui; \$900. B 375, p 109. Aug 1, 1912.

Recorded August 3, 1912.

Henry Hook et al to Trs of Joseph Hook, Tr D; real and personal property. B 362, p 441. June 14, 1912.

S. B. Kuupalahala, Will. B 376, p 97. Nov 29, 1901.

Carrie Ringer et al by gdn to Henry E. Cooper, D; int in Palmyra Island, Pacific Ocean; \$501. B 368, p 373. Aug 3, 1912.

Geo. A. Brown and wf to Mutual Invest Co of Hawaii Ltd, M; 13,025 sq ft of gr 265, Manoa Valley, Honolulu, Oahu; \$2000. B 364, p 248. Aug 2, 1912.

Henry St. J. Nahaolelua and wf by atty et al to L. Ayaue et al, D; int in 6525 sq ft of R P 1985, kul 6245 and damage claim, Kukui St, Honolulu, Oahu; \$500. B 375, p 110. May 29, 1912.

Leong Yan and wf et al to Choy Seem (w), D; int in 6525 sq ft of R P 1985, kul 6245, and damage claim, Kukui St, Honolulu, Oahu; \$525. B 375, p 113. June 8, 1912.

Ho Fook Yin (w) to Yang Cheu Kiam et al, L; pc land, nr Fort St, Honolulu, Oahu; 7 yrs and 4 mos at \$18 per mo. B 373, p 151. June 1, 1912.

S. Hata to H. Hackfeld & Co Ltd, M; L. Ps 5481 and 5482, Ponahawai, Hilo, Hawaii; \$1 and adv to \$25,000. B 364, p 245. July 31, 1912.

Ed D. Quinn and wf to First Bank of Hilo Ltd, M; 2a of gr 1647, Kapauna Cottage lot, N. Kohala, Hawaii; \$250. B 369, p 233. July 26, 1912.

Moses K. Kapauna et al to M. K. Kapauna (widow), D; int in gr 737, Pahoehoe, N. Kohala, Hawaii; \$50. B 362, p 442. July 1, 1912.

Sara Kipi to John Nahaupuni et al, D; pors gr 3524, Hualua, N. Kohala, Hawaii; \$30. B 362, p 443. July 29, 1912.

Tim Sim Soo to Ah Nui, M; pcs land, bldgs, livestock, corn crops, etc. Kehena, N. Kohala, Hawaii; \$300. B 374, p 12. Aug 1, 1912.

D. Murashige to Sute Murashige, B; int in cane crop on 20a of lot 16, Oahu Reservation, Puna, Hawaii; \$1. B 376, p 96. Aug 1, 1912.

T. O. Mitchell to Lai Hip, tr, D; L. P. 4538, Ponahawai, S. Hilo, Hawaii; \$1, 300. B 362, p 444. Aug 1, 1912.

Joao Fernandes and wf to First Bank of Hilo Ltd, M; pors R P 1073, Haina, Hamakua, Hawaii; \$700. B 364, p 247. July 22, 1912.

Wm Heeb and wf to T. Miyasaki, D; gr 3337, bldgs, mchany, wagons, livestock, tools, fixtures, etc. Henehene, Hamakua, Hawaii; \$6500. B 368, p 274. July 3, 1912.

**Court of Land Registration.**  
James D. Levenson to Charles R. Prazier, D; lots A1A and A1H, near Beretania and Alapai Sts, Honolulu, Oahu; \$2500. C. L. R. doc No 421. Apr 19, 1912.

Pang Mew Sing to Pang Koon Yee et al, A; general powers. C. L. R. doc No 422. Apr 12, 1912.

Pang Mew Sing et al to City Mill Co Ltd, M; 27-100a land, Kuwili, Honolulu, Oahu; \$1700. C. L. R. doc No 423. Aug 1, 1912.

William A. Meyer and wf et al to Kailua Lelepal (k), D; 5565 sq ft land, Honolulu, Oahu; \$1, etc. B 368, p 376. Aug 3, 1912.

Henry A. Nye et al to John Vivichaves, D; pc land, Pua Lane, Honolulu, Oahu; \$1. B 368, p 377. July 29, 1912.

Pedro A. Castano to Percy M. Pond, C. M; 7 cows; \$680. B 359, p 428. Aug 1, 1912.

Jose Fernandes to Percy M. Pond, C. M; livestock; \$920. B 359, p 429. Aug 2, 1912.

Manuel Salina to Percy M. Pond, C. M; livestock, dray and harness; \$1307.50. B 359, p 431. Aug 1, 1912.

Frank Salina to Percy M. Pond, C. M; livestock; \$1280. B 359, p 433. Aug 1, 1912.

John Salina to Percy M. Pond, C. M; livestock, pole and harness; \$1237.50. B 359, p 435. Aug 1, 1912.



WE FEATURE  
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There's a good many reasons why you should wear Benjamin's Clothes.

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**CLARION**  
Cor. Fort and Hotel Sts.

## AUTOMOBILE RACING

By GEORGE FITCH

Automobile racing is a modern invention which would have made the old Roman chariot races look like an ice wagon parade. The Romans are still considered by historians to have been a lively and enterprising people, but if a Roman citizen who had been a gladiatorial matinee fender should come back and witness a modern automobile race from the upper curve, he would probably put both fingers in his ears and try to climb the fence with his teeth.

An automobile race consists of a large number of dust and smoke clouds, each one enclosing a volcanic roar, and a candidate for the morgue. The roars are produced by automobile power and when a couple of these leaping catalytic cats come down the stretch, making 1100 impassioned remarks per minute apiece, the late discussion between Will and Theodore in Massachusetts would dwindle to a dove coo in comparison.

Automobile races are held for the purpose of finding the weak points in automobile frames and in the spectators' brains. Thanks to automobile racing, we have produced cars capable of making 100 miles an hour for half a day, including stops for gasoline, tires and inequities, and which can leap five feet into the air and come down 50 feet farther on without disarranging anything but the road. And we have also discovered a variety of human beings who will watch a flock of these monsters turning somersaults all day and come home bitterly disappointed because he did not get a driver's leg for a souvenir. The first result is much more useful to humanity than the second.

Automobile racing is about the only game which is as fatal to the spectator as to the participant. While training 100 miles an hour, an automobile is restless and temperamental and the least little irritation will make it try to climb a tree or a fence. A medium sized auto traveling a mile a minute can slide off a track through a fence and get enough spectators for a week without half trying. Watching an auto race from behind a sharp turn is more dangerous than watching the Mexican revolution between the lines.

but there is never any lack of volunteers to man the fences.

There are two kinds of automobile races—track and road. Road races are often 448 miles long and require several hours to finish. Track races are more convenient because the undertaker is always within easy reach.

Automobile racing is very profitable to the heirs and assignees of the racers and is fascinating to watch. It costs \$10,000 to see and hear a really horrible automobile race with no rebate in case of a small death rate.

Two thousand white men are searching around Clarksville, Texas, for a negro named Leonard Foss, who within a week has killed two Texas officers.

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